

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 11th day of March, 2008, by and between Miguel Herrera (hereinafter the "Plaintiff"), and, Cromex Construction Corporation, Equinox Development Corporation, and Joe Zivkovic (hereinafter "Defendants"), and in consideration of the mutual promises and covenants exchanged herein.

WITNESSETH:

WHEREAS, Plaintiff formerly was an employee of Cromex Construction Corporation, Equinox Development Corporation, and Joe Zivkovic;

WHEREAS, Plaintiff has filed a lawsuit against Cromex Construction Corporation, Equinox Development Corporation, and Joe Zivkovic in the United States District Court for the Northern District of Illinois, Eastern Division, and that action is pending as *Herrera v. Cromex Construction Corporation, et. al.*, Case No. 07-C-1792 (the "Court Case");

WHEREAS, Plaintiff's cause of action against Defendants in the Court Case involves wage and hour claims pursuant to the federal Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (hereinafter the "FLSA"), and the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (hereinafter collectively the "FLSA Claims"); and

WHEREAS, Plaintiff and Defendants have agreed to terms on which they desire to settle Plaintiff's FLSA Claim, as well as the FLSA Claims of class members of the certified class, against Defendants in the Court Case.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, Plaintiff and Defendants HEREBY AGREE AND PROMISE AS FOLLOWS:

1. The parties agree to promptly submit this Settlement Agreement to the Court for its approval.

2. Plaintiff and Defendants agree that promptly after the execution of this Agreement by their respective counsel, the parties will file an Agreed Motion for Court-Approval of this Settlement Agreement. Should the Court decide not to grant the Agreed Motion for Court Approval of the Settlement Agreement, the parties agree to continue working together to resolve any concerns raised by the Court. The parties also agree that within thirty (30) days of the payment by Defendants of all the monies Defendants have agreed to pay under this Agreement, Plaintiffs will file a Stipulation to Dismiss with Prejudice in the Court Case pursuant to Rule 41(a)(1). The parties acknowledge and agree that the Court will retain jurisdiction over this matter until that time. The parties acknowledge and agree that this Agreement will become enforceable if it is approved by the Court pursuant to the procedures outlined above. The parties agree to execute any additional documents necessary to effectuate the intent of the parties expressed in this Agreement.

3. Upon the approval of this Agreement by the Court, and as described in paragraph 2, Defendants agree that they shall pay a total sum of \$126,509.56, to be paid to the Plaintiff in four (4) equal monthly installments as follows:

- a) Within five (5) days of the Court's approval of this Settlement Agreement, Defendants shall pay Plaintiff the first monthly installment in the amount of \$31,627.39;
- b) Within thirty (30) days of after the payment described in paragraph 3(a), Defendants shall pay Plaintiff the second monthly installment in the amount of \$31,627.39;

c) Within thirty (30) days of after the payment described in paragraph 3(b), Defendants shall pay Plaintiff the third monthly installment in the amount of \$31,627.39; and

d) Within thirty (30) days of after the payment described in paragraph 3(c), Defendants shall pay Plaintiff the fourth monthly installment in the amount of \$31,627.39.

4. The Plaintiff's attorneys shall disburse the payments in the following order:

a) the Plaintiff's attorneys shall be paid an initial payment of half of the total amount of attorneys' fees (\$39,192.56) and costs (\$499.81) owed them for an initial payment of \$19,596.28;

b) the Plaintiff shall be paid his total damages as set forth in the attached Exhibit A;

c) the eleven (11) individuals who signed and filed Consents to Become Party Plaintiffs shall be paid their total damages as set forth in the attached Exhibit A;

d) the remaining class members shall be paid their total damages as set forth in the attached Exhibit A;

e) the Plaintiff's attorneys shall be paid a final payment of the remaining attorneys' fees and costs owed them for a final payment of \$19,596.28.

5. The parties agree that all monies unclaimed by any class member will be returned to the Defendants, less any administrative costs and interim attorneys' fees incurred by the Plaintiff's attorneys in carrying out this Settlement Agreement.

6. The existence, execution or terms of this Agreement does not constitute, shall not be considered or construed as, and shall not be admissible in any proceeding as, an admission by Defendants, or by their parents, subsidiaries, affiliates, or any of their past or present agents or employees, that any action Defendants or their agents or employees took with respect to Plaintiffs was in violation of the FLSA or any applicable state statute regulating employee wages and hours. By entering into this Agreement, Defendants have not admitted in any way, but, in fact, have expressly denied and continue to deny, that they in any way violated the FLSA or any applicable state statute regulating employee wages and hours in connection with Plaintiffs' employment at or contracting relationship with Defendants, including the FLSA Claims alleged in the Court Case. The parties agree that this Agreement is entered into solely for the purpose of compromise and in an effort to fully resolve all disputes between Plaintiffs, class members, and Defendants with respect to the FLSA Claims.

7. In exchange and in consideration for the promises, obligations, and agreements of Defendants herein, which Plaintiff agrees and acknowledges is adequate and sufficient, the Plaintiff agrees to sign a General Release (the "Release"), in the form attached hereto as Exhibit B, with Defendants. The Plaintiff agrees to be bound by the terms, conditions, promises, representations and agreements contained in this Agreement.

8. To receive any settlement monies under this Settlement Agreement, the class members must sign a General Release in the form attached hereto as Exhibit C.

9. Plaintiff agrees to keep the terms of this Agreement confidential and to disclose them only to their spouses, accountants, tax preparers, and attorneys as necessary. If Plaintiff or any of his agents receives a subpoena that he believes may require disclosure of this Agreement, he shall, as soon as reasonably possible, provide written notice of the subpoena to Defendants

and shall enclose a copy of the subpoena with said notice by delivery to: Michael P. Cohen, attorney for Defendants, 435 W. Erie Street, Suite 802, Chicago, Illinois 60610. Plaintiff and his counsel further agree that he will respond to any inquiries regarding this matter by stating only that: "The matter has been resolved to the satisfaction of the parties and that is all that I can say about the matter," or words to that effect.

9. This Agreement shall be binding upon and inure to the benefit of Plaintiff, Defendants, and their respective representatives, predecessors, heirs, successors, and assigns.

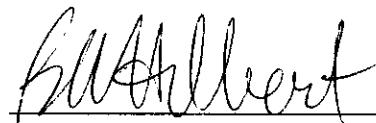
10. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Illinois.

11. This instrument and the instrument(s) incorporated by reference herein constitute and contain the entire agreement and understanding between Plaintiff and Defendants concerning the subject matter of this Agreement, and supersede all prior negotiations, proposed agreements, and understandings, if any, between the parties.

12. This Agreement may not be modified except by a writing signed by the Plaintiff and an authorized representative of Defendants.

13. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

FOR Plaintiffs



Marty Denis

FOR Defendants

Michael P. Cohen

Bethany A. Hilbert
Barlow, Kobata & Denis
525 W Monroe Street, Suite 2360
Chicago, Illinois 60661
(312) 648-5570

Attorney for Plaintiffs

435 W. Erie Street, Suite 802
Chicago, Illinois 60610
(312) 337-8210

Attorney for Defendants
Cromex Construction Corporation,
Equinox Development Corporation, and
Joe Zivkovic

Date: March 11th, 2008

Date: February ___, 2008

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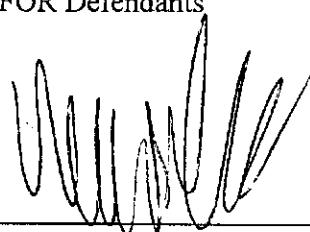
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FOR Plaintiffs

Marty Denis

FOR Defendants

Michael P. Cohen

A handwritten signature in black ink, appearing to read "Michael P. Cohen". The signature is fluid and cursive, with some loops and variations in line thickness.

Bethany A. Hilbert
Barlow, Kobata & Denis
525 W Monroe Street, Suite 2360
Chicago, Illinois 60661
(312) 648-5570

Attorney for Plaintiffs

435 W. Erie Street, Suite 802
Chicago, Illinois 60610
(312) 337-8210

Attorney for Defendants
Cromex Construction Corporation,
Equinox Development Corporation, and
Joe Zivkovic

Date: February ____ , 2008

Date: February 28, 2008

EXHIBIT A

LIST OF CLASS MEMBERS AND PAYMENTS OWED TO EACH OF THEM

1. Adrian Meza

Total payment: \$266.00

2. Alfredo Herrera

Total payment: \$ 1,368.00

3. Anastasia Mitas

Total payment: \$ 88.00

4. Antonio Carrizales

Total payment: \$ 836.00

5. Antonio Tellez

Total payment: \$ 216.00

6. Carlos Omar Lopez

Total payment: \$ 1,717.00

7. Cesar Bejarano

Total payment: \$ 4,991.00

8. Edgar Marquez

Total payment: \$ 2,064.00

9. Eduardo Marquez

Total payment: \$ 575.00

10. Fabian Morelos

Total payment: \$ 6,675.00

11. Felipe Marquez

Total payment: \$ 6,301.00

EXHIBIT A

LIST OF CLASS MEMBERS AND PAYMENTS OWED TO EACH OF THEM

12. Fidel Barranco

Total payment: \$ 192.00

13. Gerard Pancerd

Total payment: \$ 2528.00

14. Gerardo Poncedeleon

Total payment: \$ 20.00

15. Grzegorz Banach

Total payment: \$ 13.00

16. Jesus Hernandez

Total payment: \$ 3,999.00

17. Joel Cardenas

Total payment: \$ 1,480.00

18. Joel Vazquez

Total payment: \$ 350.00

19. Jorge F. Diaz

Total payment: \$ 2,760.00

20. Jorge Marquez

Total payment: \$ 240.00

21. Jose Gamino

Total payment: \$ 3,451.00

22. Jose Miguel Bravo

Total payment: \$ 1,440.00

23. Juan Carlos Avalos

Total payment: \$ 1,950.00

EXHIBIT A

LIST OF CLASS MEMBERS AND PAYMENTS OWED TO EACH OF THEM

24. Juan Carlos Hernandez

Total payment: \$ 300.00

25. Juan Hernandez

Total payment: \$ 450.00

26. Ladislao Saines

Total payment: \$ 8,103.00

27. Luis Maldonado

Total payment: \$ 252.00

28. Manuel Galvez

Total payment: \$ 48.00

29. Marcial Lozano

Total payment: \$ 200.00

30. Marcin Gorecki

Total payment: \$ 1,216.00

31. Marco Cruz

Total payment: \$ 420.00

32. Miguel Herrera

Total payment: \$ 5,865.00

33. Nestor Pena

Total payment: \$ 648.00

34. Noe Gamez

Total payment: \$ 302.00

EXHIBIT A

LIST OF CLASS MEMBERS AND PAYMENTS OWED TO EACH OF THEM

35. Oscar Pena

Total payment: \$ 704.00

36. Pablo Buenrostro

Total payment: \$ 516.00

37. Pedro Ortega

Total payment: \$ 656.00

38. Pedro Santoyo

Total payment: \$ 136.00

39. Piotr Lyczkowski

Total payment: \$ 102.00

40. Piotr Pyszniak

Total payment: \$ 1,272.00

41. Raul Rodriguez

Total payment: \$25.00

42. Reynaldo Barranco

Total payment: \$ 5,394.00

43. Ricardo Zuniga-Garcia

Total payment: \$ 6,782.00

44. Roberto Barranco

Total payment: \$ 4,560.00

45. Salvador Avalos

Total payment: \$ 1,120.00

46. Salvador Martinez

Total payment: \$ 867.00

EXHIBIT A

LIST OF CLASS MEMBERS AND PAYMENTS OWED TO EACH OF THEM

47. Santiago Vazquez

Total payment: \$ 392.00

48. Victor Hernandez

Total payment: \$ 150.00

49. Wilktor Pyszniak

Total payment: \$ 585.00

50. Witold Klich

Total payment: \$ 1,848.00

51. Zdravko Demirovic

Total payment: \$ 170.00

52. Zeljko Emirovic

Total payment: \$ 714.00